



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Ownership and Maintenance of Lower Sacramento Road Fence at Towne Ranch, Southwest Quadrant Lower Sacramento Road at Turner Road

MEETING DATE: August 18, 1993

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Review the request Bennett & Compton made on behalf of Towne Ranch Associates, developer of the Towne Ranch subdivision, regarding the reverse frontage fence along Lower Sacramento Road and take appropriate action.

BACKGROUND INFORMATION: The Towne Ranch subdivision, as submitted by the developers and approved by the Planning Commission, includes reverse frontage along Lower Sacramento Road and Turner Road (see Exhibit A). Along the reverse frontage, the developer planned to build a fence or wall along the right-of-way. The design was to be approved by the City and ownership and maintenance responsibilities were to be approved by the City Council.

On July 12, 1993, the Planning Commission approved the design of a red concrete brick fence. (See color Exhibit B, provided by the developer.) The ownership and maintenance responsibilities are the subject of this agenda item.

In April 1992, staff presented various options to the Council on how to pay for ongoing maintenance of these fences. This cost to the City averages roughly \$4,000.00 per year for the existing fences. Options included continued City maintenance, establishment of assessment districts, payment of a one-time maintenance fee, or establishment of private maintenance associations. The development community objected to the high cost of districts and associations, particularly if its sole purpose was fence maintenance. Staff was directed to work with the development community to arrive at a mutually agreeable solution.

After a few meetings, a proposal was made by Jeffrey Kirst who was developing the first subdivision (Bangs Ranch) affected by this issue. He offered to pay the City the difference in cost between a masonry fence and the combination masonry/grape stake fence (\$7.00 per lineal foot) if the City would accept the masonry/grape stake fence for ownership and maintenance. This was approved by the Council and has been used for one other subdivision since then. (Note: Since the initial approval, Mr. Kirst has received Planning Commission approval for a solid masonry fence similar to the Towne Ranch fence. Thus, the decision on the Towne Ranch fence will affect other projects as well.)

With the Towne Ranch project using a solid masonry fence and using the above logic, the maintenance fee would be zero. However, there are bound to be some maintenance costs, mainly graffiti abatement and repairs from vehicular accident damage. Staff also intends to purchase small identification markers to place on the property side of the fence describing City ownership and landscape easement information.

APPROVED: _____

THOMAS A. PETERSON
City Manager



recycled paper

CC-1

Ownership and Maintenance of Lower Sacramento Road Fence at Towne Ranch, Southwest Quadrant Lower
Sacramento Road at Turner Road

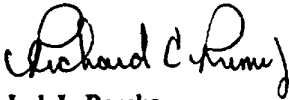
August 18, 1993

Page 2

Staff feels this fence design, due to its dark color, will experience relatively little graffiti damage and the cost will be fairly low. The appearance of the fence and the lack of other maintenance needs is a reasonable trade-off for graffiti abatement. Costs from vehicular accident damage are difficult to estimate. Many such incidents are covered by the driver's automobile insurance. The developer's contractor has provided an estimate of \$620.00 for repairing one 14-foot panel and a pilaster. Given this repair cost and the total fence length of 1,850 feet for Towne Ranch, and assuming a 50-year life, a 2% discount rate, and that the fence is damaged once every 5 years (by an uninsured motorist), the appropriate one-time maintenance fee is \$2.23 per lineal foot. For comparison purposes, if the fence were damaged every 2½ years or every 10 years, the appropriate fee would be \$4.50 or \$1.05 per lineal foot, respectively.

Since the above numbers are only rough estimates, staff recommends that a one-time maintenance fee of \$2.25 per lineal foot be established for the acceptance of masonry reverse-frontage fences.

FUNDING: Special Development Fee or General Fund.



for Jack L. Ronsko
Public Works Director

Prepared by Richard C. Prima, Jr., Assistant City Engineer

JLR/RCP/lm

attachments

cc: Robert Batch
Lodi Home Builders
Bennett & Compton
Jeff Kirst
Baumbach - Piazza
Street Superintendent

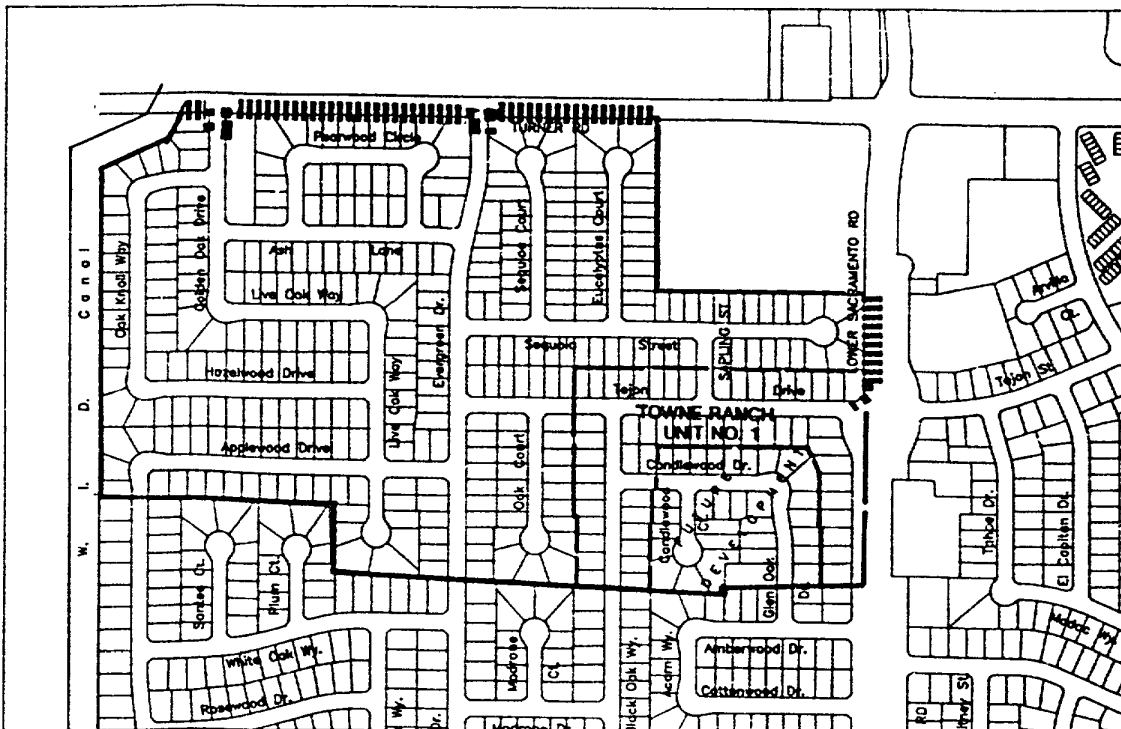


CITY OF LODI

PUBLIC WORKS DEPARTMENT

EXHIBIT A

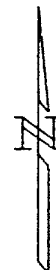
"TOWNE RANCH"



LEGEND:

----- 3'0" HIGH REVERSE FRONTAGE WALL

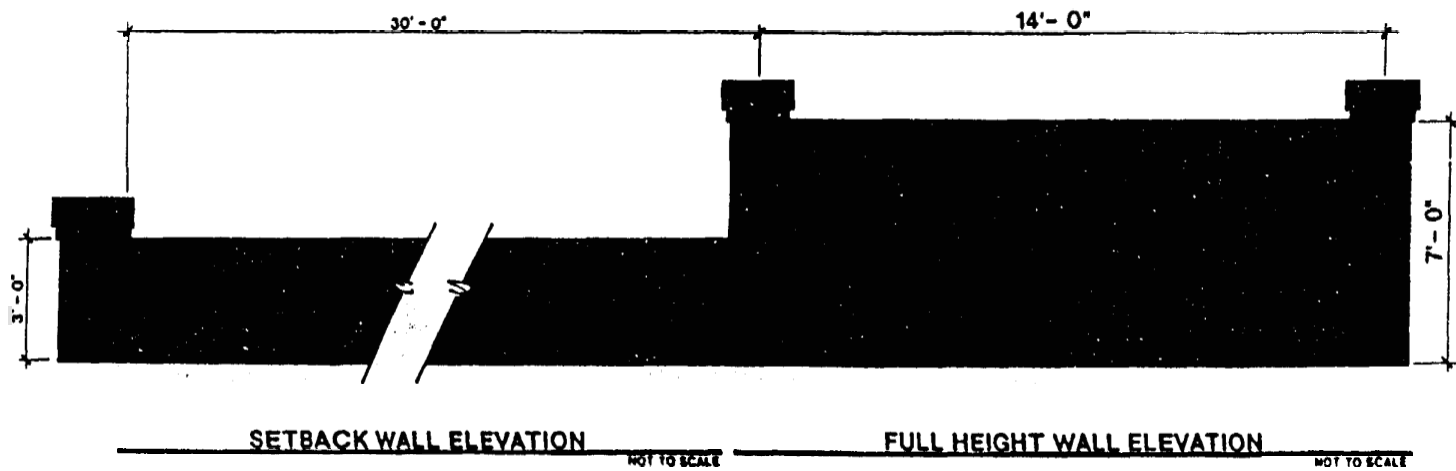
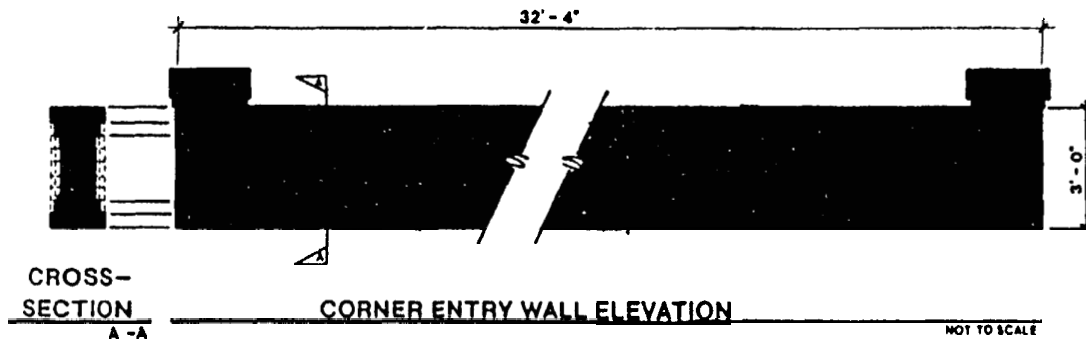
||||| 7'0" HIGH REVERSE FRONTAGE WALL



N.T.S.

Towne Ranch Associates

TOWNE RANCH BRICK WALL



CITY COUNCIL

PHILLIP A. PENNING, Mayor
JACK A. SIEGLOCK
Mayor Pro Tempore
RAY C. DAVENPORT
STEPHEN J. MANN
JOHN R. (Randy) SNIDER

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 334-5634
FAX (209) 333-6795

August 11, 1993

THOMAS A. PETERSON
City Manager

JENNIFER M. PERRIN
City Clerk

BOB McNATT
City Attorney

SUBJECT: Ownership and Maintenance of Lower Sacramento Road Fence at
Towne Ranch, Southwest Quadrant Lower Sacramento Road at
Turner Road

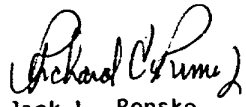
Enclosed is a copy of background information on an item that is on
the City Council agenda of Wednesday, August 18, 1993, at 7:00 p.m.
The meeting will be held in the City Council Chamber, Carnegie Forum,
305 West Pine Street.

This item is on the regular calendar for Council discussion. You are
welcome to attend.

If you wish to write to the City Council, please address your letter to
City Council, City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910.
Be sure to allow time for the mail. Or, you may hand-deliver the letter
to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to
fill out a speaker's card (available at the Carnegie Forum immediately
prior to the start of the meeting) and give it to the City Clerk. If you
have any questions about communicating with the Council, please contact
Jennifer Perrin, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call
Richard Prima or Sharon Welch at (209) 333-6706.

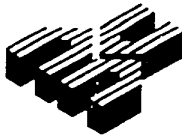

for Jack L. Ronsko
Public Works Director

JLR/lm

Enclosure

cc: City Clerk ✓

LLSRFENC/TXTW.02M



RECEIVED

93 JUL 20 AM 9:54

BENNETT & COMPTON

July 13, 1993

Mr. Jack Ronsko,
Public Works Director
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

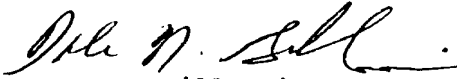
On behalf of Towne Ranch Associates, the developer of the Towne Ranch Subdivision, I would like to request that the City of Lodi assume ownership and maintenance of the reverse frontage wall to be constructed along The project border of Lower Sacramento Road. As the project develops to Turner Road we will construct the same wall. Therefore, we are asking for the City to take ownership and maintenance of the reverse frontage walls along Lower Sacramento Road and Turner Road as they are constructed.

Condition #15 of the Conditions of Approval for the Towne Ranch Unit No. 1 project state, (in part), "...The ownership of the reverse frontage fence has not been determined. Policies concerning ownership and maintenance of fences along reverse frontage or restricted access lots are currently being developed by City staff. These policies will be presented to the City Council for action in the very near future. Ownership and maintenance of the proposed fence along Lower Sacramento Road and Turner Road should be required to conform to the policies as adopted by the City Council. Unless otherwise determined by the City Council, the fence will be privately owned and maintained." It is my understanding the City Council recently approved taking ownership and maintenance of 2 other proposed reverse frontage walls, also approving the one-time collection of a \$7.00 per lineal foot maintenance fee. The wall we are proposing is an all masonry, (brick), design, which will result in much lower on-going maintenance costs as compared to the grape-stake & masonry wall design approved for other projects in the City.

Upon resolution of the ownership and maintenance issues, I would be happy to discuss the specific alignment and height of the wall to insure safe sight distances for Tejon Street and Lower Sacramento Road traffic, as well as structural engineering specifications you may require.

I have enclosed a color illustration of the wall, as well as the portion of the Conditions of Approval containing Condition #15. Please feel free to contact me should you have any questions or wish to discuss this issue.

Sincerely Yours,



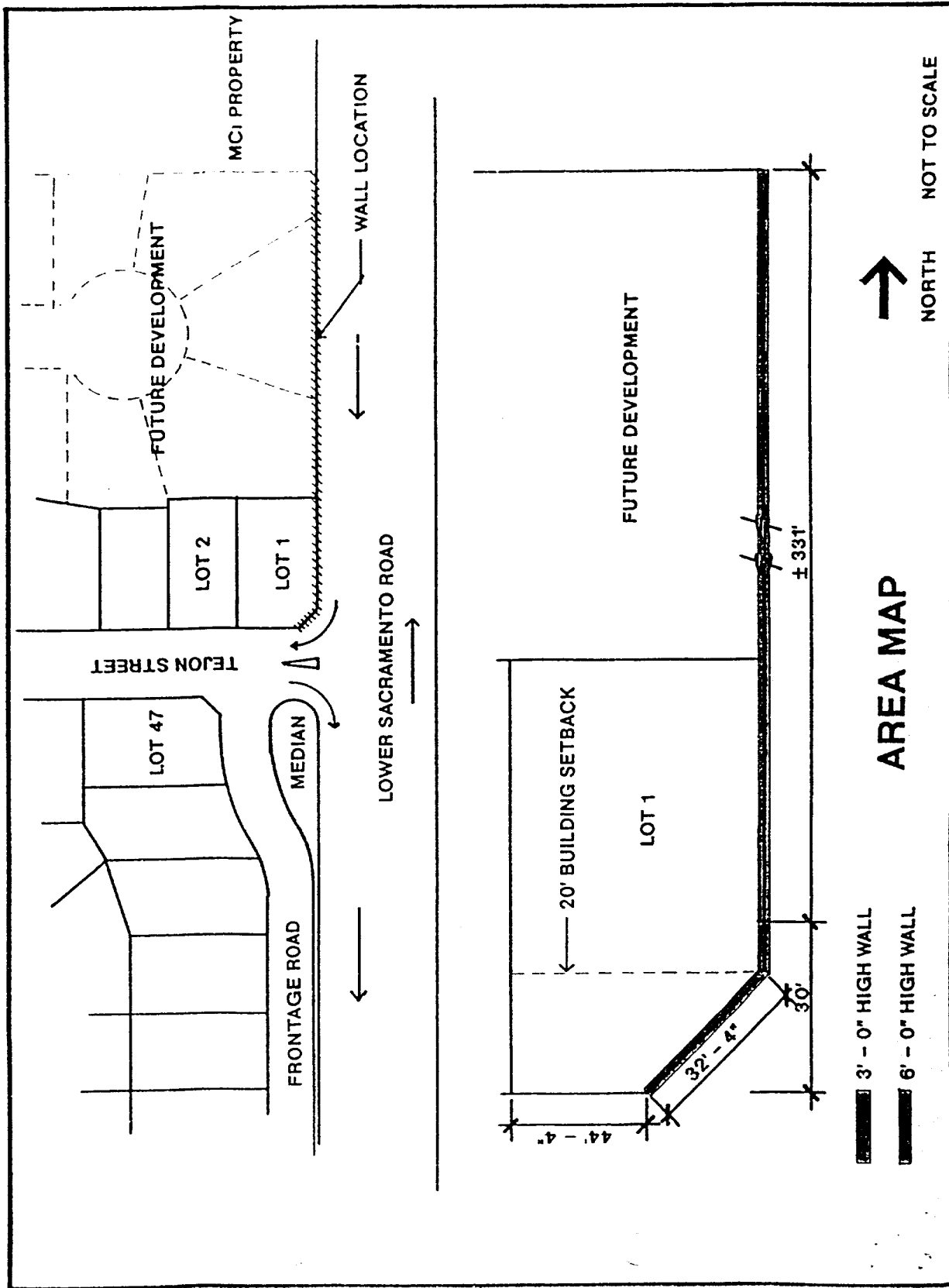
Dale N. Gillespie,
Project Coordinator

Enclosures

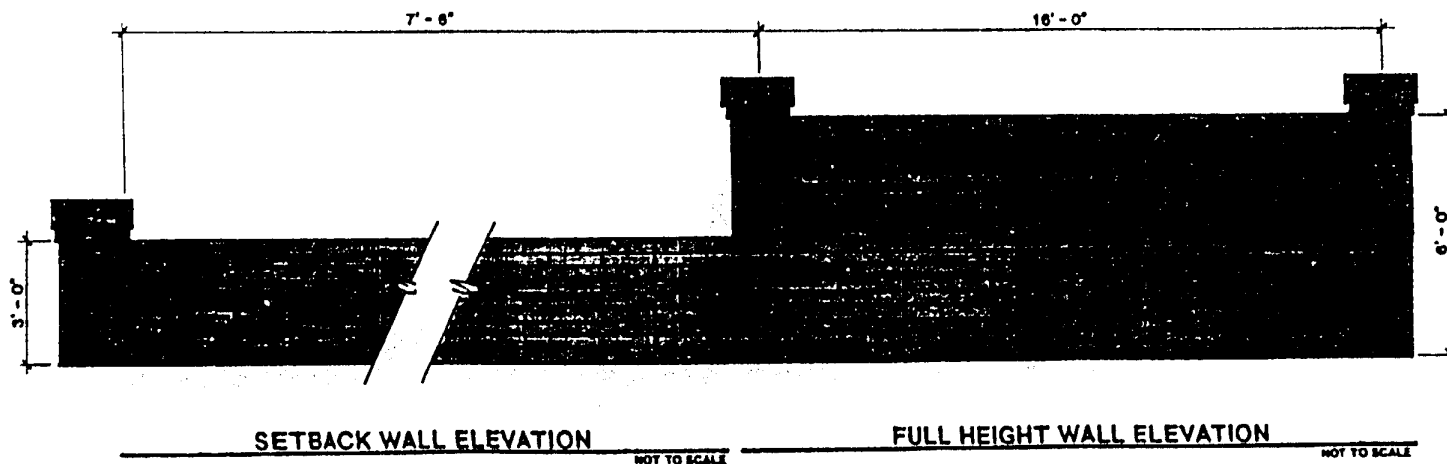
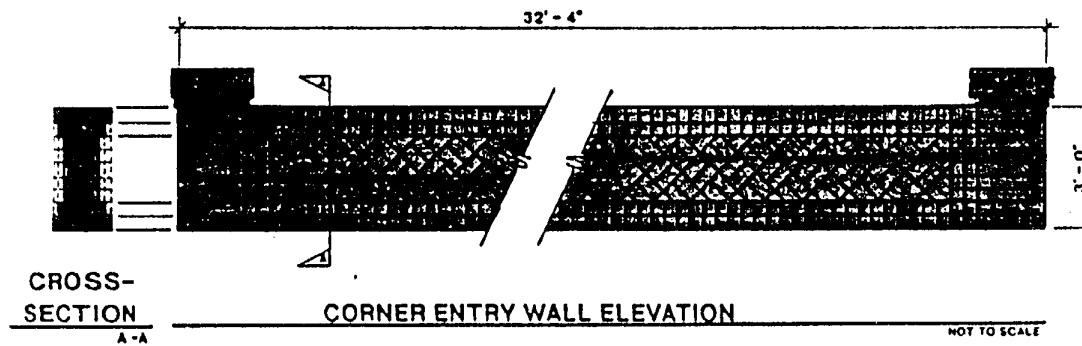
cc: Dennis G. Bennett, Towne Ranch Associates
Jennifer Perrin, City Clerk

P.S. Upon request, I would be happy to provide additional color illustrations of the wall design and area map for Council members review.

DNG/gnd



Towne Ranch Associates
TOWNE RANCH BRICK WALL



RECEIVED JUN 1992

CITY COUNCIL

JAMES W. PINKERTON, Mayor
PHILLIP A. PENNINO
Mayor Pro Tempore
DAVID M. HINCHMAN
JACK A. SIEGLOCK
JOHN R. (Randy) SNIDER

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 334-5634
FAX (209) 333-6795
May 29, 1992

THOMAS A. PETERSON
City Manager
ALICE M. REIMCHE
City Clerk
BOB McNATT
City Attorney

Baumbach - Piazza
Attn: Steve Pochin
323 West Elm Street
Lodi, CA 95240

SUBJECT: Tentative Subdivision Map, Towne Ranch, Unit No. 1
398 East Turner Road (APN 029-030-01 and 029-030-42)
File #92S008

The Lodi Community Development Department has completed its review of your request on behalf of Bennett and Compton/Bruce Towne for the approval of the tentative subdivision map of Towne Ranch, Unit no. 1, a 21.4-acre, 107-unit residential project located on the west side of Lower Sacramento Road, north of Lodi Park West Subdivision Units 5 and 6.

At a special session of the Lodi City Planning Commission, called for 7:30 p.m., Tuesday, May 26, 1992, the Planning Commission approved the tentative map with the following conditions:

1. That sanitary sewer, domestic water, storm drainage, and electricity be connected to existing City of Lodi systems.
2. That the air quality mitigation measures outlined on the enclosed Community Development Department memorandum be met.
3. Engineering and preparation of improvement plans and estimate per City Public Improvement Design Standards for all public improvements prior to final map filing. Plans to include:
 - Approved tentative map, signed by the Community Development Director;
 - Detailed utility master plan for all phases of the development;
 - Soils report;
 - Grading, drainage and erosion control plan.
4. Abandonment/removal of wells, septic systems and underground tanks in conformance with applicable City and County requirements and codes prior to approval of public improvement plans.
5. Installation of all public utilities and street improvements within the limits of the map, including installation of conduit from the water meter box to the electric meter location on each lot per Public Works Department requirements, plus the following "off-site" improvements:

11. Payment of the following:

- Filing and processing fees and charges for services performed by City forces per the Public Works Fee and Service Charge Schedule;
- Development Impact Mitigation Fees per the Public Works Fee and Service Charge Schedule at the time of map filing (fees for Police, Fire, Parks and Recreation and General City Facilities may be deferred until acceptance of public improvements);
- Wastewater connection fee at building permit issuance;
- Reimbursement fees per existing agreements (approximate) at the time of map filing:
 - 1) 86S02 \$766/AC Sanitary sewer lift station fee for acreage parallel to and 400 feet west of the existing east line of the Lower Sacramento Road right-of-way.

The above fees are subject to periodic adjustment as provided by the implementing ordinance/resolution. The fee charged will be that in effect at the time of collection indicated above.

12. Obtain the following permits:

- San Joaquin County well/septic abandonment permit.

13. The City will participate in the cost of the following improvements:

- Street paving on Lower Sacramento Road in excess of 34 feet measured from 55 feet west of the centerline;
- Master plan sanitary sewer lines 12 inches and larger;
- Master plan storm drains 30 inches and larger.

14. A specific plan was adopted for Lower Sacramento Road (Ordinance #847) which includes a frontage road parallel to Lower Sacramento Road from Lodi Avenue to Turner Road. The tentative map, as submitted, does not comply with the specific plan north of Tejon Street; however, upon Planning Commission approval of the map, the Public Works Department will draft a new ordinance to amend the specific plan and present it to the City Council for approval.

15. The reverse frontage fence along Lower Sacramento Road shall be constructed by the developer to the approval of the Public Works Department and the Site Plan and Architectural Review Committee. The ownership of the reverse frontage fence has not been determined. Policies concerning ownership and maintenance of fences along reverse frontage or restricted access lots are currently being developed by City staff. These policies will be presented to the City Council for action in the very near future. Ownership and maintenance of the proposed fence along Lower Sacramento Road and Turner Road should be required to conform to the policies as adopted by the City Council. Unless otherwise determined by the City Council, the fence will be privately owned and maintained.

CITY COUNCIL

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THOMAS A. PETERSON
City Manager

JENNIFER M. PERRIN
City Clerk

BOB McNATT
City Attorney

July 13, 1993

Mr. Dale Gillespie
c/o Bennett & Compton
P.O. Box 1597
Lodi, CA 95241

Dear Mr. Gillespie:

RE: Reverse Frontage Fence
Lower Sacramento Road
Towne Ranch Subdivision

At its meeting of Monday, July 12, 1993 the Lodi City Planning Commission approved the Towne Ranch Subdivision Wall Design for the reverse frontage fence to be located along the Lower Sacramento Road frontage of the subdivision.

The Planning Commission approved the design as submitted. However, the Commission required that the fence height be increased from 6 feet to 7 feet.

Sincerely,


JAMES B. SCHROEDER
Community Development Director



MEMORANDUM, City of Lodi, Public Works Department

To: City Council
From: Public Works Director
Date: August 20, 1993
Subject: Transmittal of Information Requested by City Council at Its
August 18, 1993 Meeting

The following items are included or attached per City Council's request:

1. Copy of purchase agreement between the City of Lodi and Robert Batch
This agreement includes the provisions for the use of the dirt at Westgate Park and outlines the responsibilities of the seller, Robert Batch, and the buyer, the City of Lodi.
2. Documentation on Underground Fuel Storage Tank Removal contract at 125 North Stockton Street
Enclosed is a copy of the final contract payment form showing the unit prices and the total work accomplished. Also attached is a copy of the signed contract agreement which outlines the bid unit prices and shows the additional items of work which may have to be included as part of contract payment if contaminated soil is found.
3. Signed Hale Park Improvements Contract Change Order No. 6
The change order included in the Council packet was not signed and the Council wanted to see a signed change order.
4. No-parking zone on Kettleman Lane fronting Flame Liquors and the City's Municipal Service Center
The staff recommendation for no parking fronting the Municipal Service Center and west of Flame Liquors is shown on the attached sheet. The staff recommendation provided for a 22-foot parking zone west of Flame Liquors' driveway. Also attached is a copy of Council minutes showing that Council extended the 22-foot parking area to 42 feet for the purpose of providing for additional on-street parking and/or truck parking.
5. Improvement Agreement Addendum for Lodi West Unit No. 1
As requested by Council, staff has confirmed that the figures in both the Agreement and the Council Communication are correct.

If you have any questions concerning any of this material, please contact me.


Jack L. Ronsko
Public Works Director

Attachments: Robert Batch Agreement (9)
Underground Fuel Storage Tank (5)
Hale Park Improvements (1)
Kettleman Lane No-Parking Zone (3)

cc: City Manager
City Clerk

CC9301.DOC

AGREEMENT

THIS AGREEMENT, entered into this 6th day of January, 1993, by and between ROBERT BATCH, hereinafter "Seller", and the CITY OF LODI, a municipal corporation, hereinafter "Buyer" or "City".

WITNESSETH:

WHEREAS, Seller is the owner of that certain parcel of land, more particularly described below, constituting fifteen and ninety-nine one-hundredths (15.99) acres more or less, which the City desires to acquire for purposes of a storm drainage basin; and

WHEREAS, said land is a portion of a larger parcel constituting one hundred and one-tenth (100.1) acres owned by Seller which he intends to develop within the City; and

WHEREAS, in order to provide storm drainage for (among other properties) the balance of Seller's land at this location, it is necessary that City acquire such parcel; and

WHEREAS, the most practical way to compensate Seller may be by a combination of cash, credits, and future reimbursements as other properties, which will pay storm drainage fees, develop;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Seller agrees to sell and Buyer to purchase that certain parcel of land more particularly described below.

In consideration of the mutual covenants, terms and conditions herein contained, it is mutually agreed that:

City of Lodi
P.O. Box 3006
Lodi CA 95241-1910

93025394

RECORDER'S OFFICE
JAMES M. JOHNSTONE

93 MAR -2 AM 8:00

RECORDED AT REQUEST OF
City of Lodi
EXEMPT FROM FEE

Recording info
AGREEMENT

THIS AGREEMENT, entered into this 6th day of January, 1993, by and between ROBERT BATCH, hereinafter "Seller", and the CITY OF LODI, a municipal corporation, hereinafter "Buyer" or "City".

W I T N E S S E T H:

WHEREAS, Seller is the owner of that certain parcel of land, more particularly described below, constituting fifteen and ninety-nine one-hundredths (15.99) acres more or less, which the City desires to acquire for purposes of a storm drainage basin; and

WHEREAS, said land is a portion of a larger parcel constituting one hundred and one-tenth (100.1) acres owned by Seller which he intends to develop within the City; and

WHEREAS, in order to provide storm drainage for (among other properties) the balance of Seller's land at this location, it is necessary that City acquire such parcel; and

WHEREAS, the most practical way to compensate Seller may be by a combination of cash, credits, and future reimbursements as other properties, which will pay storm drainage fees, develop;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Seller agrees to sell and Buyer to purchase that certain parcel of land more particularly described below.

In consideration of the mutual covenants, terms and conditions herein

93025394

A. Grantor shall deliver to City a grant deed for that certain real property in the County of San Joaquin, State of California, as shown on Exhibit A attached hereto, more particularly described as follows:

The TRUE POINT OF BEGINNING being S 89° 29' 40" E, 137.50 feet distant from the Southwest corner of the Northwest quarter of Section 3, T. 3N., R. 6 E., M.D.B. & M., as filed for record May 17, 1984, "Lodi Park West, Unit No. 3, in Book of Maps and Plats, Volume 26, Page 137, San Joaquin County Records and also on the centerline of Applewood Drive; thence continuing S 89° 29' 40" E, 1082.08 feet to the centerline of Evergreen Drive; thence S 06° 24' 42" E, 81.46 feet to the beginning of a curve; thence along a tangent curve to the right having a radius of 750 feet, a central angle of 09° 35' 18" and arc length of 125.51 feet; thence S 03° 10' 36" W, 248.62 feet to the beginning of a curve; thence along a tangent curve to the left having a radius of 1000 feet, a central angle of 05° 10' 36" and arc length of 90.35 feet; thence S 02° 00' 00" E, 149.01 feet; thence S 88° 00' 00" W, 30.00 feet; thence N 89° 29' 40" W, 812.78 feet; thence N 48° 38' 40" W, 126.00 feet; thence N 00° 02' 00" W, 288.00 feet; thence S 89° 58' 00" W, 147.50 feet; thence N 00° 02' 00" W, 326.00 feet to the POINT OF BEGINNING.

Containing 15.99 acres more or less.

2. The sales price shall be One Hundred Fifteen Thousand Dollars (\$115,000) per acre for a total of One Million Eight Hundred and Thirty Eight Thousand Eight Hundred and Fifty Dollars (\$1,838,850), which shall be payable as follows:

(A) Seller shall receive Ten Thousand Dollars (\$10,000) in cash at the time the deed is recorded by City.

93025394

- (B) Seller shall receive credit for any and all storm drainage fees due and payable on the eighty-four and eleven one-hundredths (84.11) acre remainder of the entire parcel owned by Seller payable at the storm drainage fee rate in effect at the time of development.
- (C) Seller shall also receive credit for park fees due and payable on the first eighteen and twenty one-hundredths (18.20) acres on the remainder parcel owned by Seller based on the portion of the upland basin property to be used as a park at the Parks and Recreation fee rate in effect at the time of development.
- (D) Insofar as such cash payment and credits for storm drainage and parks and recreation fees described above do not cover the purchase price to be paid by Buyer, Seller will be reimbursed the balance from storm drainage fees paid by other properties at such time as said properties develop. It is understood that payment of such storm drainage fees by other properties shall be the sole source of revenue for reimbursement of the balance due seller, and such reimbursement shall not be payable until funds are actually received by City.
3. (A) Seller shall be entitled to interest on the balance owed him in an amount equal to the annual percentage change of the Engineering News Record (ENR) 20 Cities Construction Cost Index. The balance due shall be calculated in January of each year beginning January 1994 by the following formula: (ENR January 1 of current year divided by ENR January 1 of prior year) X (balance due January 1 of the prior year less credits and payments made during the previous year). City shall provide a summary of balance credits, payments and adjustments to Seller each year.
- (B) Until paid in full, Seller shall be entitled to not less than forty percent (40%) of all available net drainage fee revenues received by the City during any year for reimbursement purposes commencing on the effective date of this agreement. Seller

acknowledges that City presently has other reimbursement agreements in place which shall have priority for repayment from such fees.

4. Seller, pursuant to plans approved in advance by City, shall at his own expense be responsible for preparation of plans and excavation of the drainage basin to City's specifications. Such excavation shall include:

- (A) Stripping and stockpiling of the top fifteen (15) inches of soil for use in the surface of the basin;
- (B) Over-excavation of basin by nine (9) inches;
- (C) Ripping the bottom of the basin to a depth of two (2) feet in one direction only;
- (D) The placement and rolling of the topsoil stockpiled; Seller will not be required to provide additional topsoil in the event the fifteen (15) inches stockpiled does not provide nine (9) inches of fill due to natural losses and/or compaction. Any soil in excess of the above nine (9) inches required for backfill may be disposed of by the Seller in any fashion he desires.
- (E) Provision by Seller of adequate sprinklers or other dust control methods during excavation of such basin;
- (F) Installation of temporary fencing during construction.

Seller may delegate this duty to an agent or a third party mutually agreed upon by the City. All other soil excavated may be retained, sold or disposed of by Seller. During such excavation, Seller or his designated agents shall provide proof of liability coverage, naming the City of Lodi as additional named insured in an amount of One Million Dollars (\$1,000,000).

5. Title to the property demised hereunder shall pass free of any liens or encumbrances except current taxes due, if any. Seller shall obtain

93025394

and provide to Buyer at the time title passes, a release of any and all liens, mortgages, or encumbrances on the portion of his property conveyed to the City under this agreement. Title insurance, documentary stamps, and escrow fees (if any) shall be the responsibility of Buyer. Title to the demised premises shall pass on execution of this agreement.

6. The rights to any reimbursements hereunder are deemed personal to Seller and shall not run with the land on the remainder of Seller's property, except the fee credits described in Section 2 above.
7. Excavation of the basin by Seller shall be accomplished prior to the acceptance by City of the first unit of any subdivision of the remainder parcel or not more than one year after execution of this agreement, whichever comes first.
8. City shall be responsible for installation of and all costs associated with the following items:
 - a) Six-foot (6') permanent chain link fence and mow strip;
 - b) Drainage system in the bottom of basin;
 - c) Basin turf and landscaping; and
 - d) Portion of street construction within the basin parcel and fifty percent (50%) of the street lights, water, sewer and storm lines fronting the basin parcel in accordance with applicable City ordinances;
 - e) All other on-site improvements.

City agrees to diligently pursue the completion of the basin/park including turfing and irrigation on a schedule compatible with Seller's development plans, taking into account the availability of funds for such projects.

93025394

9. It is agreed that time is of the essence. This agreement may be recorded and shall enure to the benefit of the heirs, successors, or assigns of Seller. In connection therewith, notice may be mailed to Seller at:

Robert R. Batch
1819 South Cherokee Lane, Unit #67
Lodi, CA 95240

In the event a reimbursement due hereunder is unclaimed for two (2) years from the date of mailing, it shall revert to the City. It shall be Seller's responsibility to notify City of any change of address.

10. It is understood between the parties hereto that this sale/purchase agreement is executed under threat of eminent domain for the City's acquisition of land for a storm drainage basin. Had the parties hereto been unable to reach a mutually-agreeable resolution, the City Attorney was prepared to recommend to the City Council that a Resolution of Necessity to acquire said parcel by condemnation, be adopted by the City Council of the City of Lodi.
11. Herein is set forth the entire agreement between the parties. The performance of these conditions constitutes full performance and shall relieve City of all further obligations or claims.
12. In the event either party hereto breaches the terms, conditions and covenants of this Agreement, then, the prevailing party in any suit to enforce this Agreement or restrain the breach thereof, shall in addition to any other relief or damages awarded, be entitled to a reasonable attorney's fee and all costs of suit to be set and determined by any court of competent jurisdiction and added to any judgment obtained.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first hereinabove mentioned.

93025394

BUYER

SELLER

CITY OF LODI, a municipal
corporation

Thomas A. Peterson
THOMAS A. PETERSON
City Manager

Robert R. Batch
ROBERT R. BATCH

ATTEST:

APPROVED AS TO FORM:

Alice M. Reincke
ALICE M. REINCKE
City Clerk

Bob McNatt
BOB McNATT
City Attorney

(2)
AGREBASN/TXTA.01V

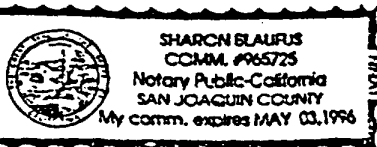
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5183

State of California
County of San Joaquin

On 2/25/93 before me, Sharon Blaufus, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"
personally appeared Thomas A. Peterson + Alice M. Reincke
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Sharon Blaufus
SIGNATURE OF NOTARY

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL
☒ Municipal CORPORATE OFFICER(S)
TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

City of Lodi

THIS CERTIFICATE MUST BE ATTACHED TO
THE DOCUMENT DESCRIBED AT RIGHT:Though the data requested here is not required by law,
it could prevent fraudulent reattachment of this form.

OPTIONAL SECTION

TITLE OR TYPE OF DOCUMENT AgreementNUMBER OF PAGES 7+Ex. A DATE OF DOCUMENT 1/6/93SIGNER(S) OTHER THAN NAMED ABOVE Robert R. Batch

93025394

EXHIBIT A



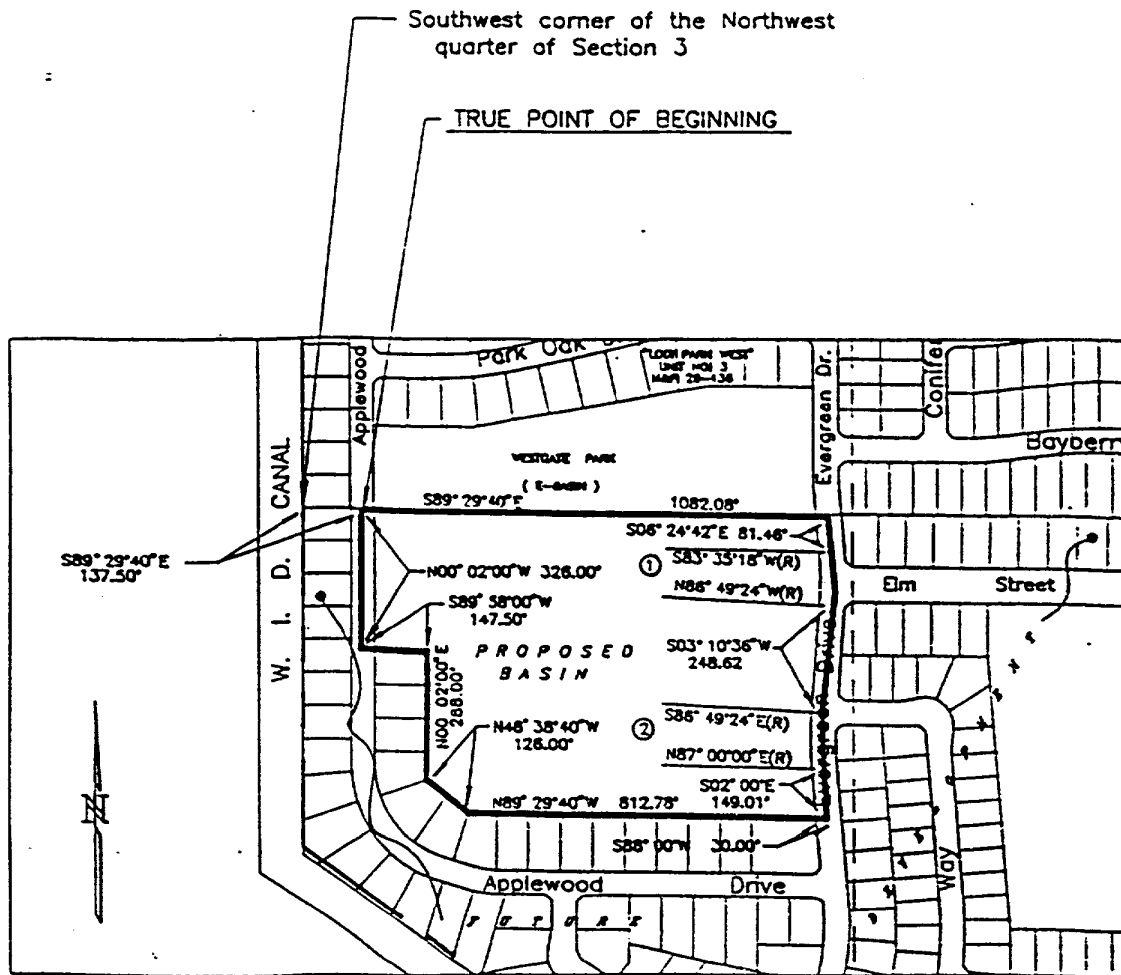
CITY OF LODI

PUBLIC WORKS DEPARTMENT

GRANT DEED

187 N. Lower Sacramento Rd.

029-030-33

CURVE DATA

- ① R = 750'
 Δ = 9° 35' 18"
 L = 125.51'
 T = 62.90'
- ② R = 1000'
 Δ = 5° 10' 36"
 L = 90.35'
 T = 45.21'



CITY OF LODI

PUBLIC WORKS DEPARTMENT

CONTRACT PAYMENT

PROJECT UNDERGROUND FUEL STORAGE TANK REMOVAL
125 North Stockton Street

ESTIMATE NUMBER 2

CONTRACTOR James C. Bateman Petroleum Services
DBA SEMCO
431 West Hatch Road
Modesto, CA 95351

ACCOUNT NUMBERS

A 121.0-750.09
B
C 17.1-400.05
D 18.1-450.07
E Split accounts as indicated

ITEM	TOTAL WORK DONE TO DATE	UNITS	ITEM	ACCT	UNIT PRICE	AMOUNT
1.	100	7	LS Removal of Fuel Tank, Piping, Pump Island, Equipment Vehicle	IA	3,325.71	3325.71
2.	90	5	GAL Fuel and Rinsate Disposal/ Hazardous Waste Manifest	IA	1.95	175.50
3.	100	7	LS Disposal of Fuel Tank and Tank Tracking	IA	200.00	200.00
4.	5	0	EA Soils Test (Est.)	IA	250.00	1250.00
5.			LS Soils Report		Included	
6.	100	7	LS Permit (Closure of Underground Tank)	IA	234.00	234.00
7.	4	0	HR Health Inspector (Fees/Rate) (Est.)	IA	78.00	312.00
8.	14	22	TON Import Borrow	IA	25.72	1451.74
9.	14	22	TON Compaction of Backfilled Import Borrow	IA	36.95	2372.93
10.	20	0	TON Asphalt Concrete Paving	IA	214.71	4294.20
11.			LS Excavation Safety		Included	
			ADDITIONAL ITEMS OF WORK			
A.			CY Additional Excavation (as required to remove contaminated soil)	IA	25.00	
B.	28	5	CY Handling and Disposal of Contaminated Soil	IA	115.00	2277.50
C.			HR Crew Standby Charge for Sampling Soil (for samples in excess of 6 samples)	IA	150.00	
% WORK COMPLETED: <u>100</u>			TOTAL VALUE OF WORK DONE TO DATE <u>17193.55</u> LESS 10 PER CENT RETENTION <u>1719.35</u> TOTAL DUE TO DATE <u>15374.22</u> LESS PREVIOUS PAYMENTS <u>8605.12</u> BALANCE DUE ON THIS ESTIMATE <u>6769.10</u>			
MADE BY <u>MM</u>			(DAYS) <u>8</u> /DAY) LESS LIQUIDATED DAMAGES <u>0</u>			
CHECKED BY <u>MM</u>			BALANCE DUE ON THIS ESTIMATE <u>6769.10</u>			
CONTRACT PRICE <u>59,793.91</u>						
APPROVED FOR PAYMENT OF \$ <u>6769.10</u> BY <u>TH J. J. J. J.</u> DATE <u>6-10-93</u>						

FORM CONTRACT PAY 2/88

UNDERGROUND FUEL STORAGE TANK REMOVAL
125 North Stockton Street

SECTION 4
CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the City of Lodi, State of California, herein referred to as the "City," and James C. Bateman Petroleum Services, Inc., DBA SEMCO, herein referred to as the "Contractor."

W I T N E S S E T H :

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids
Information to Bidders
General Provisions
Special Provisions
Bid Proposal
Contract
Contract Bonds
Plans

The January 1988 Edition,
Standard Specifications,
State of California,
Business and Transportation Agency,
Department of Transportation

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to remove one 2,000 gallon single-wall steel underground fuel storage tank, piping, concrete dispenser island, dispenser, vehicle slabs and adjacent asphalt concrete paving. The work shall also include all permits, inspection fees, draining, cleaning and purging of fuel lines and tank, disposal and tracking of tank, soil tests and report of test results, all excavation, backfill, import borrow, compaction and grading to return the site to its original condition and other incidental and related work, all as shown on the plans and specifications for the project.

BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY.	UNIT PRICE	TOTAL PRICE
1.	Removal of Fuel Tank, Piping, Pump Island, Equipment Vehicle Slab, Asphalt Paving	LS		\$3,325.71	\$3,325.71
2.	Fuel and Rinsate Disposal/Hazardous Waste Manifest	GAL	100	\$ 1.95	\$ 195.00
3.	Disposal of Fuel Tracking	Tank and Tank LS		\$ 200.00	\$ 200.00
4.	Soils Test (Est.)	EA	6	\$ 250.00	\$1,500.00
5.	Soils Report	LS		\$Included	\$Included

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY.	UNIT PRICE	TOTAL PRICE
6.	Permit (Closure of Underground Tank)	LS		\$ 234.00	\$ 234.00
7.	Health Inspector (Fees/Rate) (Est.)	HR	4	\$ 78.00	\$ 312.00
8.	Import Borrow	TON	30	\$ 25.72	\$ 771.60
9.	Compaction of Backfilled Import Borrow	TON	30	\$ 36.95	\$1,108.50
10.	Asphalt Concrete Paving	TON	10	\$ 214.71	\$2,147.10
11.	Excavation Safety	LS		\$Included	\$Included
TOTAL BASE BID					\$9,793.91

ADDITIONAL ITEMS OF WORK

A.	Additional Excavation (as required to remove contaminated soil)	CY	1	\$ 25.00	\$ 25.00
B.	Handling and Disposal of Contaminated Soil	CY	1	\$ 115.00	\$ 115.00
C.	Crew Standby Charge for Sampling Soil (for samples in excess of 6 samples)	HR	1	\$ 150.00	\$ 150.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the Mayor has executed the contract and to diligently prosecute to completion within 20 WORKING DAYS, additional time will be allotted for permit process/tests/plan review.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

By: Richard C. Hamilton

VICE PRESIDENT
Title

(CORPORATE SEAL)

CITY OF LODI

By: Giuseppe Benigno

Mayor

Date: 1/28/93

Attest:

Jennifer M. Penner
City Clerk

CWO

CITY OF LODI
PUBLIC WORKS DEPARTMENT

CONTRACT CHANGE ORDER NO. 6

Sheet 1 of 1

Date August 10, 1993

Account No. 45,7-760.60

PROJECT: HALE PARK IMPROVEMENTS, 208 East Locust St.

CONTRACTOR: BRCO Constructors

You are directed to make the following changes or do the following work not included in the Plans and Specifications on this contract.

Description of work to be done, estimate of quantities, and prices to be paid. Specify whether additional work is at contract price, agreed price, or force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Remove existing sprinkler system and provide additional topsoil.

Agreed upon price \$1,386.00

		PERCENT OF CONTRACT
Original Contract Price	\$ 458,000.00	
Total Cost of This Change Order NOT TO EXCEED	\$ 1,386.00	0.3 %
Previous Change Orders	\$ 79,413.25	
Total Cost of All Change Orders to Date	\$ 80,799.25	15.0 %
Contract Price, including all Change Orders, will be:	\$ 538,799.25	

Time of completion will be adjusted as follows: no adjustment to working days

Submitted by M. Fujitani Date 8-10-93
 Approval Recommended [Signature] Date 8-11-93
 Approved, Public Works Director [Signature] Date 8-24-93
 Approved, City Manager (if over larger of \$5,000 or 10% each CCO or \$25,000 total CCOs) Date _____

The undersigned contractor, having carefully considered the change proposed, agrees, if this proposal is approved, to provide all equipment, furnish all materials, except as otherwise noted above, perform all services necessary for the work above specified, and accept as full payment the prices shown above.

ACCEPTED: Date 8/24/93 Contractor BRCO Const., Inc.
 By [Signature] Title President

If the Contractor does not sign acceptance of this order, the Contractor should refer to Section 4-1.03A of the Standard Specifications regarding filing a written protest within the specified time.

CCOHALE6/TXTW.02M



CITY OF LODI

PUBLIC WORKS DEPARTMENT

KETTLEMAN LANE
ACCESS TO MSC/ANIMAL SHELTER
"NO PARKING" ZONE

KETTLEMAN LANE (STATE HIGHWAY 12)

W.I.D. CANAL

129'

MUNICIPAL
SERVICE
CENTER

PROPOSED "NO PARKING"
ZONES

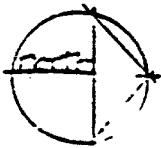
157'

ANIMAL
SHELTER

22'

FLAME
LIQUOR

HAM LANE



12/7/11

- b) Approved the inclusion of the excess widening on Highway 12 and the signal relocation at Highway 12 and Lower Sacramento Road as impact fee funded projects.

The motion carried by the following vote:

Ayes: Council Members - Pennino, Sieglock, and Pinkerton (Mayor)

Absent: Council Members - Hinchman

Abstain: Council Members - Snider

"NO PARKING" ZONE 1345 WEST KETTLEMAN LANE (STATE HIGHWAY 12), AT ACCESS TO THE MUNICIPAL SERVICE CENTER/ANIMAL SHELTER

RESOLUTION NO. 91-233

CC-48(e)
CC-300

The City Council was advised that the Engineering Division has received a request for the installation of a "no parking" zone on Kettleman Lane adjacent to the driveway access to the MSC and Animal Shelter. Trucks and other vehicles parking on Kettleman Lane adjacent to this driveway make it difficult for drivers to see approaching vehicles while exiting onto Kettleman Lane. Exiting is especially difficult for drivers of large trucks laden with equipment or towing supplies such as power poles.

Engineering staff has surveyed this location to determine truck parking and parking demand. The results of the survey indicate that, on several occasions, staff has observed trucks and other vehicles parking adjacent to this driveway. Overall parking demands in the area appear to be minimal. Available accident records, from 1988 to the present, indicate that there have been no accidents at this location.

In order to provide adequate sight distance for vehicles exiting from this driveway, staff recommended that Council approve the installation of 157 feet of "no parking" east of the driveway and 72 feet west of the driveway. The entire length of this "no parking" zone lies in front of City owned property.

Caltrans approval is required for this "no parking" zone after City Council approval.

Following discussion, on motion of Council Member Snider, Pinkerton second, the City Council adopted Resolution No. 91-233 approving the installation of a "No Parking" zone on the north side of Kettleman Lane adjacent to the driveway

inued December 18, 1991

089

↑ access to the Municipal Service Center (MSC) and Animal Shelter. Forty-two feet of parking area will be provided immediately west of the Flame Liquor westerly Kettleman Lane driveway. ↑

IC WORKS LOCAL AREA NETWORK
HASE CONCEPT APPROVED

LUTION NO. 91-235

2(d)
.00

The City Council was reminded that as part of the 1991/92 operating budget, the City Council approved the purchase of a microcomputer local area network for the Public Works Department. This purchase was a major part of the previously approved switch from a minicomputer-based, limited use, drafting system to a more flexible, less expensive microcomputer-based system. This switch was approved by the Council in March 1991.

The budget request for the network was for \$49,000. In light of budget restrictions, it was decided to phase the work; thus \$30,000 was approved in the budget with the following funding:

\$7,500	Sewer Fund
\$7,500	Water Fund
\$7,500	Gas Tax
\$7,500	Equipment Fund

Now that we have completed the drafting switch to microcomputers, the need for the local area network to share drawings and the plotter is more critical than ever. In our budget request we assumed we would go to bid for a complete turn-key package. However, through our research and preparatory training we have concluded that the City would be better served by purchasing the various system components separately and setting up the network ourselves. We would still obtain price quotes on the components from various vendors. We will save resale markup and installation costs. We will also be able to select and purchase the components on our schedule rather than specifying and purchasing everything in one lump sum. We propose to make limited use (not to exceed \$2,000) of a local consultant to help select some of the hardware and assist in the initial set up.

In this way, our staff will have a much better knowledge of the system and will be able to add users and make system changes without an expensive on-going support contract. Thus we will save money in the long run as well as in the short term.

The components of the system will cost less than \$5,000 apiece, so our normal informal purchasing procedures can be